Progressive Service Die Company *and* District No. 9, International Association of Machinists & Aerospace Workers, AFL–CIO. Case 14–CA–23593

February 27, 1997

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND FOX

On June 28, 1996, Administrative Law Judge Arline Pacht issued the attached decision. The Respondent filed exceptions and supporting argument, and a reply brief. The General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order as modified and set forth in full below.[1]

ORDER

The National Labor Relations Board orders that the Respondent, Progressive Service Die Company, St. Louis, Missouri, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to recognize District No. 9, International Association of Machinists & Aerospace Workers, AFL–CIO as the exclusive bargaining representative of the EDM programmer-operator and refusing to apply the terms and conditions of the parties' applicable collective-bargaining agreement to that employee as a member of the appropriate unit.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following action necessary to effectuate the policies of the Act.

(a) Recognize and, on request, bargain with District No. 9 as the exclusive bargaining representative of all employees in the appropriate bargaining unit, including the EDM programmer-operator.

(b) Make Karl Reinheimer whole for any losses he may have suffered as a result of the Respondent's failure to apply the terms of its applicable collective-bargaining agreement to him in the manner set forth in the remedy section of the decision.

(c) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Within 14 days after service by the Region, post at its St. Louis, Missouri facility copies of the attached notice marked "Appendix."[2] Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 27, 1995.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

[1] We note that the issue resolved by the judge and remedied in her recommended Order involved the Respondent's actions with respect to the single individual holding the position of EDM (Electronic Discharge Machine) programmer-operator. In its exceptions, the Respondent has raised, and the General Counsel does not contest, the existence of changed circumstances that occurred after the hearing. The Respondent asserts that these changed circumstances affect the continued appropriateness of the judge's recommended Order. The evidence submitted by the Respondent concerning these changed circumstances is not a part of the record in the case. Accordingly, we leave to the compliance proceeding resolution of the matter raised related to the continued appropriateness of the judge's recommended Order.

We amend the judge's remedy to provide that the Respondent shall pay backpay as prescribed in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), rather than as provided in *F. W. Woolworth Co.*, 90 NLRB 289 (1950). We further shall amend the Order and notice consistent with our decision in *Indian Hills Care Center*, 321 NLRB 144 (1986).

[2] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to recognize District No. 9, International Association of Machinists & Aerospace Workers, AFL–CIO as the exclusive bargaining representative of the EDM programmer-operator and refuse to apply the terms and conditions of our applicable collective-bargaining agreement to that employee as a member of the following unit:

> All employees employed in the making, erecting, assembling, installing, maintaining, dismantling, or repairing of all dies, machinery, or parts thereof, in the Cutting Die Department of our plant, excluding office clericals, professional employees, guards and supervisors as defined in the Act and all other employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL recognize and, on request, bargain with District No. 9 as the exclusive bargaining representative of all employees in the appropriate bargaining unit, including the EDM programmer-operator.

WE WILL make Karl Reinheimer whole for any losses he may have suffered as a result of our failure to apply the terms of the applicable collective-bargaining agreement to him in the manner set forth in the remedy section of the decision.

PROGRESSIVE SERVICE DIE COMPANY

Paula B. Givens, Esq., for the General Counsel.[1]
J. Peter Schmitz, Esq. (Schmitz, Kopman, Schreiber & Kaveney), of St. Louis, Missouri, for the Respondent.

DECISION

PROCEDURAL STATEMENT

ARLINE PACHT, Administrative Law Judge. Upon a charge filed on April 27, 1995, by District No. 9, International Association of Machinists & Aerospace Workers, AFL–CIO,[2] a complaint issued on June 12, 1995,[3] as amended on August 3, alleging that the Respondent, Progressive Service Die Company,[4] violated Section 8(a)(1) and (5) of the National Labor Relations Act[5] by refusing to recognize the Union as the exclusive bargaining representative for the employee holding the position of EDM programmer-operator. The Respondent filed a timely answer on June 26 denying the allegations. A trial was held before me on August 7 in St. Louis, Missouri.

On the entire record in this case,[6] including the parties' posttrial briefs,[7] and taking into account my observation of the witnesses' demeanor, I reach the following

I. FINDINGS OF FACT

A. *Jurisdiction*

Respondent, a Missouri corporation, with an office and place of business in St. Louis, Missouri (the facility), has been engaged in the manufacture and nonretail sale of dies used principally by shoe and apparel manufacturers. During the calendar year ending April 30, 1995, in conducting its business, Respondent sold and shipped from its St. Louis facility goods valued in excess of $50,000 directly to points outside the State of Missouri. Respondent also purchased and received at its St. Louis facility goods valued in excess of $50,000 directly from points outside the State of Missouri. On these facts, the complaint alleges, Respondent admits, and I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

B. *The Alleged Unfair Labor Practices*

1. The issue

Respondent, owner of three die manufacturing plants in various parts of the United States, acquired substantially all of the equipment of Independent Die Service Company, in mid- to late January 1995.[8] Two electronic discharge machines (EDMs), which were new to Respondent's operations, were included in the purchase. Between January 23 and early March, Respondent hired nine of Independent's employees, including EDM machine programmer-operator Karl Reinheimer. All nine had been members of a bargaining unit during Independent's ownership.

Respondent has had a collective-bargaining relationship with the Charging Party, District 9, since 1947. The applicable contract at the time of this proceeding, effective from December 1, 1992, through November 30, 1995, covered a unit described as: "All employees employed in the making, erecting, assembling, installing, maintaining, dismantling or repairing of all dies, machinery or parts thereof, in the Cutting Die Department of the Respondent's plant." (GCX 1c.) With the exception of one clerical and EDM programmer-operator Reinheimer, Respondent agreed that the other former Independent employees would be covered by its current agreement. The sole issue in this case is whether Respondent unlawfully refused to bargain over including the programmer-operator position in the bargaining unit.

[1] Hereinafter referred to as the General Counsel.
[2] Herein referred to as the Union.
[3] Unless otherwise noted, all dates are in 1995.
[4] Herein referred to as Respondent or the Company.
[5] Hereinafter referred to as the Act.
[6] Documents offered by the General Counsel and Respondent shall be cited as GCX and RX respectively, followed by the appropriate exhibit number. References to the transcript shall be abbreviated as TR.
[7] Counsel for the General Counsel's unopposed motion to correct transcript, included in her posttrial brief, is granted.
[8] Hereinafter called Independent.

2. Respondent's operations

Respondent's St. Louis facility, the only one involved in this proceeding, is a large building containing both a production and office area. The production area houses equipment used to fabricate "clicker" dies, "fancy" dies, a trim press machine used in manufacturing dies in the automotive industry and a machine which fabricates screws and parts needed for dies and repairs. In addition, three EDM machines are situated in the center of the production floor.[9]

Clicker dies, shaped like large cookie cutters, are used to cut various kinds of materials in the shoe and apparel industries. Fabrication of the clicker die at Respondent's facility, begins with the preparation of a paper pattern by two office employees who perform this function on a part-time basis. Using the customer's drawings or specifications, the pattern-makers produce a drawing of the pattern by means of a computerized program known as CAD (computer-aided design). The finished drawing is printed on a machine called a plotter. Except for preparing these patterns, these two individuals were engaged in sales, and were not included in the bargaining unit.

After the paper pattern is prepared, it is turned over to bargaining unit employees who perform all subsequent steps in fabricating the clicker die. First, a single piece of steel is welded to the template and ground to its dimensions. The die then is heated to harden the metal, after which it is filed, sanded, sharpened, and polished. The final step involves sandblasting or applying a Teflon coating to seal the die.

Respondent also manufactures fancy dies, so-called, because unlike clicker dies, they are produced from several pieces of steel. However, like clicker dies, they, too, start with a computer-generated paper pattern which is used to fashion a metal template. Certain fancy dies must be cut with a blade, work handled by an employee known as a router. The router places the unfinished fancy die on the table of a vertical milling machine and manipulates handles on the stationary die to direct the cutting path of the blade. The vertical milling machine functions much like the toy known as an Etch-A-Sketch. The fancy die is finished according to the same process used for clicker dies.

In addition to manufacturing dies on the manually operated equipment described above, Respondent also produces dies for the paper industry using a computerized machines—EDMs. The EDM process does not begin with a computer-generated paper pattern like those used in producing clicker dies described above. Instead, the customer supplies the finished pattern, referred to as a film or Mylar. Thereafter. the EDM programmer duplicates the Mylar on a specially programmed computer located in the same room in which the other computer patterns were generated.

While employed by Independent, EDM programmer-operator Karl Reinheimer was a member of the bargaining unit. Respondent hired him to perform the same tasks, but advised him that he would not be covered by the collective-bargaining agreement. In the programming phase of his work, Reinheimer first made sure that the computer drawing conformed to the Mylar by printing the drawing on the same plotter used by the pattern-makers. Once satisfied that the drawing was accurate, Reinheimer used the computer to produce a black perforated paper tape containing instructions which directed the path the EDM would take in cutting a piece of steel to the die's dimensions.

After preparing the tape, Reinheimer loaded it into the EDM machine which "read" the cutting instructions by means of air being driven through the tape's perforations. In effect, the EDM tape can be likened to the tapes used to produce music automatically on instruments such as the organ or piano.

When the tape was loaded, Reinheimer informed a coworker in the high-die area what size the die was to be. With this information, the high-die employee selected an appropriate block of steel, drilled a hole into it, and took it to the EDM and placed it on the machine. Reinheimer then threaded an electronically charged brass wire through the block's hole which cut the metal to the desired proportions in accordance with the taped instructions. In other words, the computer-generated tape performed much the same function automatically that the router accomplished manually.

The process of cutting the die on the EDM normally took 4 hours. During this time, Reinheimer periodically checked the machine to make sure it was running properly. When the cutting was complete, he examined the die to determine that it met the customer's specifications. Thereafter, the EDM die was finished in the same way other dies were treated as described above.

Reinheimer became Independent's EDM programmer-operator in 1989 following a brief training period.[10] He continued in this position after Respondent acquired Independent's assets. However, at the time he was hired on January 23, Respondent advised him that he would not be included in the bargaining unit.

Reinheimer's worked the same hours as the other bargaining unit members; that is, from 7 a.m. to 3:30 p.m. He generally spent 50 percent of his workday on the shop floor, operating, monitoring, and maintaining the EDMs; the other 50 percent was spent at the computer. Reinheimer's supervisor, Ron Jainchill, Independent's former owner, also supervised the high-die employees.

In late June, Respondent advised Reinheimer that he would be expected to train Jeff Brown, a high-die worker, to operate the EDM. Reinheimer began instructing Brown on July 14 and within a short period of time, converted him into a proficient EDM operator. Brown spent only 25 percent of his time operating the EDMs and the balance in the high-die area. Reinheimer continued to program the EDM computer tapes, but was told by management that he could no longer operate the machine. Instead, he was confined to overseeing Brown and making sure he ran the EDM correctly. Reinheimer continued to service the EDM machines and examine the finished product to make sure it conformed to specification, tasks he had performed in the past.

Reinheimer was not involved in selecting Brown for the EDM operator's position, nor did he have the authority to discipline or award him overtime work. To the contrary, Jainchill instructed Reinheimer to report any problems he might have with Brown to him. Moreover, Reinheimer did not have the right to hire, interview, fire, reward, evaluate, promote, or discipline employees.

[9] Respondent purchased a new EDM after buying two from Independent.

[10] Reinheimer testified without dispute that his training took 4 hours over a 2-week period.

3. The Union requests bargaining for the EDM programmer-operator

In late January, Union Business Representative James Brown arranged a meeting with Respondent's vice president of manufacturing, Richard Bell, to discuss job classifications and rates of pay for the former Independent employees. Bell assured Brown that he intended to include them in the unit and agreed to meet on February 21.

Bell and Brown met as planned at the offices of Respondent's attorney, Steward Pennington, with Plant Manager Warren Duff and Chief Shop Steward Wayne Pennington also in attendance. Brown advised Bell of his interest in negotiating a wage rate and job classification for the EDM programmer-operator. Until its acquisition of Independent's assets, Respondent did not possess an EDM; consequently, the parties' current contract did not contain such a classification.

When Bell, Pennington, and Brown next met on April 6, Brown renewed his request to negotiate a classification and wage rate for the EDM programmer-operator position. Although Bell contended that Reinheimer was performing engineering work which should not be covered by the agreement, he agreed to consider the matter further.[11]

In a letter transmitted by facsimile on April 13, Bell advised Brown that Reinheimer would be excluded from the unit since he would be assuming additional managerial and supervisory duties. Nevertheless, on May 1, the union representative again urged Respondent to place Reinheimer in the bargaining unit.

III. DISCUSSION AND CONCLUDING FINDINGS

A. *The Parties' Contentions*

The General Counsel contends that Respondent violated Section 8(a)(1) and (5) of the Act by refusing to treat the EDM programmer-operator's position as an accretion to the bargaining unit.

While conceding that an EDM operator would be covered by the parties' labor contract, Respondent maintains that the EDM programmer's preparatory work on the computer is a different matter, more related to the functions of its part-time, nonunion pattern-makers than to the work performed on the shop floor. Further, Respondent argues that when Reinheimer began instructing and supervising another employee to operate the EDM in July, he was performing work entirely outside the scope of the bargaining unit.

B. *Accretion Standards*

As stated in *Safety Carrier, Inc.*, 306 NLRB 960, 969 (1992), "[t]he Board has defined an accretion as 'the addition of a relatively small group of employees to an existing unit where these additional employees share a sufficient community of interest with the unit employees and have no separate identity.'"[12] In determining whether the new employees share sufficient common interests with the members of the existing bargaining unit, the Board weighs various factors including "integration of operations, centralization of management and administrative control, geographic proximity, similarity of working conditions, skills and functions, common control of labor relations, collective-bargaining history and interchange of employees." Id. at 969; *GHR Energy Corp.*, 294 NLRB 1011, 1051 (1989) (quoting *Gould Inc.*, 263 NLRB 442, 445 (1982)).

On evaluating the evidence adduced in this case in light of the foregoing factors, I conclude that the EDM programmer-operator position should have accreted to the existing collective-bargaining unit.

C. *Application of Accretion Standards to Evidence*

1. Functional integration

There can be little doubt that Reinheimer's work as an EDM operator was functionally integrated with work performed by other members of the bargaining unit, particularly workers in the high-die unit. The evidence was undisputed that a high-die employee supplies the EDM operator with the metal to be used in fabricating the die. After the die has been cut on the EDM machine, it is returned to the high-die area where bargaining unit members complete the process by grinding, polishing, sandblasting, and sealing it to razor-edge sharpness in accordance with the customer's specifications. High-die employees finish clicker and fancy dies in a similar manner.

2. Geographic proximity

The EDMs are centrally located on the shop floor, just a small distance away from other production equipment. The production employees were assigned to particular pieces of machinery and, as a rule, did not rotate from one to the other. However, when Reinheimer was operating the EDM, he and his coworkers shared the same production space, and were in frequent contact. As noted above, a high-die employee delivered the steel to Reinheimer at the beginning of the EDM operation. Later, Reinheimer returned the partially cut die to a high-die employee for the finishing process. In fact, Respondent's vice president, Bell, acknowledged at the hearing that at least until July 5, Reinheimer performed some bargaining unit work, apparently referring to his operating the EDM.

3. Common working conditions

Reinheimer, a member of the bargaining unit under Independent, continued to function in accordance with the same terms and conditions of employment applied to other members of the bargaining unit after Progressive took over. Like his fellow employees, he worked from 7 a.m. to 3:30 p.m.; received a weekly wage which amount to approximately $12.47 an hour, a rate comparable to that paid to employees classified as specialists.

4. Common supervision

Respondent apparently planned to invest Reinheimer with supervisory status sometime in the future. However, until July 14 when he began training Brown to run the EDM, he was supervised by Ron Jainchill, Independent's former owner. It will be recalled that Jainchill also supervised the high-die employees. Even after Brown began operating the EDM, and Reinheimer was assigned to monitor his work, he was not invested with any of the traditional indicia of super-

[11] By "engineering work," Respondent apparently was referring to the periods Reinheimer spent on the computer.

[12] Citation omitted.

visory status. He played no role in selecting Brown for the position and was specifically instructed to bring any complaints about Brown's performance to Jainchill. As a practical matter, Reinheimer's relationship to Brown was that of a leadman, not a supervisor.

5. Respondent's arguments lack merit

Respondent concedes, in effect, that the work performed by the EDM operator is related to the "making of dies." Accordingly, Respondent would agree that if only the operator's portion of the job was at issue, it would have been covered by its then current collective-bargaining agreement. However, Respondent maintains that Reinheimer wore another hat—that of EDM programmer, and in that capacity performed tasks which were similar to those of the part-time pattern-makers who historically were excluded from the bargaining unit. Respondent contends that since the operator's duties were not severed from the programmer's work, the EDM programmer-operator position did not accrete to the unit.

It is true that the EDM programmer and the part-time pattern-makers shared some working conditions in common, but they were of a limited nature. Specifically, Reinheimer and the pattern makers spent approximately 50 percent of their time working on computers located in an office which was separated from the production area.

The similarities end there and the differences loom large. Other than printing tapes on the same plotter which the pattern-makers used to print patterns, Reinheimer's computer work was not at all integrated with theirs. He did not use their computers, and they did not use his, which was lodged in a cubicle within the office and programmed to create tapes. The pattern-makers end product was a pattern drawn to the measurements of the metal template to be used in cutting a die; Reinheimer's end product was a tape which directed the cutting path of the EDM. After the pattern-makers completed a pattern, their role in the production process ended. In contrast, Reinheimer joined the other bargaining unit members on the shop floor after producing a tape, and at least until July 14, ran the EDM, which automatically completed much the same tasks as the router accomplished through manual labor. If the factors on which Respondent relies were enough to justify Reinheimer's divorce from the rank and file, it could mean that an employer would be able to reduce the scope of the bargaining unit by positioning certain strategic pieces of equipment in locations which were separate from those areas where members of the bargaining unit were stationed.

In the final analysis, Reinheimer and the pattern-makers shared little more than the occupancy of the same room for a part of the workday, and the use of computers at the initial stage of the production process. This is not enough to overcome the conclusion that as the EDM operator, Reinheimer shared a far greater community of interests with other production employees who were included in the unit.

6. Reinheimer was not a statutory supervisor

Respondent points out that on April 13, 2 weeks before the Union filed the unfair labor charge giving rise to this case, the Company announced its intention to promote Reinheimer to supervisory status. In its June 26 answer to the complaint, Respondent again asserted that "Reinheimer will be a supervisor within the meaning of the Act." In addition, Respondent points out that Reinheimer ceased working on the EDMs in the latter part of June.

Respondent's intentions as to Reinheimer's future role cannot replace the reality of the work which he performed at the time the Union demanded bargaining about his classification. Moreover, the record is perfectly clear that Respondent removed Reinheimer as the EDM operator in June to counter the Government's accretion argument, not because he was elevated to supervisory status.

Respondent also contends that Reinheimer became a supervisor within the meaning of the Act in July when he began training Brown. Alternatively, Respondent posits that even if Reinheimer did not possess the indicia of a statutory supervisor, by mid-July, he was no longer performing any work covered by the parties' labor agreement and, thus, was properly excluded from the unit.

The record does not support either of Respondent's contentions. Instead, it shows that when Reinheimer began to mentor and monitor Brown on the EDM equipment, he did not exercise powers typically associated with those of a supervisory as set forth in Section 2(11) of the Act. He could not hire, fire, promote, or discipline Brown, or any other employee. He had no part in Brown's selection as his replacement and apparently, was not called on to exercise independent judgment in assigning work to him. Moreover, Reinheimer continued to work as an operator on a newly purchased EDM.

More importantly, Respondent's arguments fail to recognize that "the issue of whether a group of employees constituted an accretion to an existing bargaining unit 'must be determined on the facts that existed on the date of the union's demand.'" *GHR Energy Corp.*, supra, 294 NLRB at 1052 fn. 37. The Board also has stated that under some circumstances "[a]n accretion normally occurs as of the creation of the new group of employees at issue." *Borden, Inc.*, 308 NLRB 113, 122 (1992). Thus, in determining the accretion issue in this case, the dispositive date is February 21, when the union representative asked Respondent to bargain about a wage rate and classification for the EDM programmer-operator position. On that date, Reinheimer's work as the EDM programmer-operator aligned him with the other production employees. Consequently, it follows that his position was accreted to the bargaining unit. Respondent's reliance on Reinheimer's alleged elevation to supervisory status some months later is wholly irrelevant.

By refusing to recognize and bargain with the Union about this matter, Respondent has violated Section 8(a)(1) and (5) of the Act. See *Bay Shipbuilding Corp.* 263 NLRB 1133 (1982).[13]

CONCLUSIONS OF LAW

1. The Respondent, Progressive Service Die Co., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

[13] In its answer to the complaint, Respondent raises as an affirmative defense, the Union's failure to file a grievance about the accretion issue. Board precedent is decisive that accretion disputes are solely within the Board's province. *Combustion Engineering, Inc.*, 195 NLRB 909, 911 (1972).

2. District No. 9, International Association of Machinists & Aerospace Workers, AFL–CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

> All employees employed in the making, erecting, assembling installing, maintaining, dismantling or repairing of all dies, machinery, or parts thereof, in the Cutting Die Department of Respondent's plant, excluding office clerical, professional employees, guards and supervisors as defined in the Act and all other employees.

4. By refusing to recognize and bargain with District No. 9 as the exclusive bargaining representative of the EDM programmer-operator as part of the above-described unit, and refusing to apply the terms and conditions of its collective-bargaining agreement with the Union to the EDM programmer-operator, Respondent has violated Section 8(a)(1) and (5) of the Act.

5. The unfair labor practice described above affects commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent engaged in certain unfair labor practices, I will recommend that it be ordered to cease and desist therefrom and take certain affirmative actions designed to effectuate the purposes and policies of the Act, including the posting of the notice attached as an appendix to this decision.

Specifically, Respondent shall be ordered to recognize and, on request, bargain with the Union as the exclusive bargaining agent for EDM programmer-operator Karl Reinheimer as a member of the above-described appropriate unit. Further, Respondent shall be ordered to make Reinheimer whole for any losses he may have suffered as a result of its failure to apply the terms of the applicable collective-bargaining agreement to him, by payment of any wage differential from the contractual rate, and making all contributions, including pension, health and welfare payments as required by the collective-bargaining agreement. Any backpay is to be computed as provided in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

[Recommended order omitted from publication.]